

MYTFGCONNECT TERMS AND CONDITIONS – MTN PRICE PLANS

Version 3 (1 February 2021)

1 Introduction

1.1 This Agreement is entered into between Foschini Retail Group (Pty) Ltd ("TFG") and you and sets out the terms of the supply of the MTN Price Plans/ from us to you.
1.2 Please read these terms and conditions ("Terms") carefully. We specifically draw your attention to the provisions of section 14 hereof regarding the limitation of our liability to you. Once you start using your Price Plan, we will assume that you have accepted all these Terms.

2 Definitions

2.1 In this Agreement, unless the context clearly shows a different intention, the words set out below will have the meanings assigned to them hereunder:-

- 2.1.1 "Activation" means enabling a SIM Card to operate on the Network and access the Network Services subject to the limitations of the selected Price Plan. For the purposes of a Port, "Activation" means the activation of the SIM card by the recipient service provider after porting your number between mobile service providers or mobile networks;
- 2.1.2 "Agreement" means the agreement entered into between TFG and you to supply the Price Plan to you, and includes all price lists and information incorporated by reference and, these Terms;
- 2.1.3 "Charge/s" means all fees and charges relating to a Price Plan including but not limited to usage charges, monthly services charges, monthly subscription charges, voice charges, SMS charges, data charges, Value Added Services and SIM Card charges where applicable;
- 2.1.4 "Commencement Date" means the date of Activation of your Price Plan;
- 2.1.5 "Deactivation/Deactivated" means the disabling of a SIM Card at the request of TFG or MTN, so that it is permanently incapable of being used to access the Network Services;
- 2.1.6 "In-bundle call rate" means the rate at which the relevant Network Services applicable to the Price Plan will be billed until your Inclusive Allocation has been depleted;
- 2.1.7 "Inclusive Allocation" means the Rand value, minutes, data, SMS and/or other services included in the selected Price Plan on a monthly basis;
- 2.1.8 "Initial Period" means 24 (twenty four) months from the Commencement Date;
- 2.1.9 "Migration" means when you request to move from your current Price Plan to a different Price Plan;
- 2.1.10 "Mobile Device" means a GSM terminal and its accessories;
- 2.1.11 "Month" will mean a time period that starts at 00:00:00 on a particular date (determined by us from time to time) of a calendar month and will carry on until 23:59:59 on the day before that particular date in the following calendar month;
- 2.1.12 "MTN" means Mobile Telephone Networks (Pty) Ltd with registration number 1993/001436/07, currently of 216 14th Avenue, Fairland, 2195;
- 2.1.13 "Mobile Number" means the telephone number allocated to the SIM Card or a telephone number transferred to MTN by porting it from another service provider or mobile network;
- 2.1.14 "Network" means the public land mobile network cellular telephony system operated by MTN in South Africa;
- 2.1.15 "Network Services" means the GSM telecommunications network services and any

other related services made available to you in terms of the Price Plan and which may include Value Added Services;

- 2.1.16 "Operator" means MTN, its successors or assignees or any other telecommunications operator in South Africa which has granted MTN access to its network to enable MTN to make the Network Services available to you;
- 2.1.17 "Out-of-bundle call rate" means the charge for local voice calls, SMS's, MMS and data that will be applicable when your Inclusive Allocation for a specific month has been depleted and you have topped up with prepaid airtime or data;
- 2.1.18 "Price Plan(s)" means the combination of Network Services and price options available to you or someone acting on your authority when you place your order and includes any changes or future versions, Renewals, and replacements to the Price Plans;
- 2.1.19 "Port" means moving your Mobile Number from one mobile telecommunications service provider to another;
- 2.1.20 "Renewal" means selecting a new Price Plan at the rates prevailing at the time of the Renewal and extending the duration of this Agreement for a further period of 24 (twenty four) months from the date of such Renewal or for such other period as TFG may agree in writing at the time of the Renewal (the "Renewal Period");
- 2.1.21 "SIM Card" means a subscriber identity module card that is supplied by us to you;
- 2.1.22 "Subscriber" and "you" means the TFG account holder against whose account all charges for the selected Price Plan will be debited;
- 2.1.23 "Subscription Amount" means all Charges, billed monthly in advance by us to your TFG Account as per your chosen Price Plan;
- 2.1.24 "TFG" means Foschini Retail Group (Pty) Ltd, registration number 1988/007302/07, its holding company, and all their subsidiaries from time to time, located at Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500;
- 2.1.25 "Value Added Services" means certain additional services that may be provided to you, including but not limited to SMS bundles and data bundles, the availability of which may depend on the terms of your Price Plan;
- 2.1.26 "we" means TFG, and "us" and "our" shall be construed accordingly.
- 2.2 Any reference in this Agreement to the singular includes the plural and vice versa. Any reference to natural persons includes juristic persons and vice versa.
- 2.3 Any requirement in this Agreement that a notification or communication must be made or given in writing, shall be met in the case where any such notification or communication is made or given by us or MTN to you by means of data message, SMS or email or by means of a voice call where the call originates from us or MTN and where such call is recorded by us or MTN as the case may be. In all other instances, any written notice or communication shall be given in accordance with the provisions of section 16.13.
- 2.4 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.5 The contra proferentem rule of interpretation is expressly excluded from this Agreement and no provision herein shall be construed or interpreted to the disadvantage of any party by reason of such party having been deemed to have structured, drafted, requested or introduced such provision.
- 2.6 The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate, however full effect shall be given to any provision

conferring rights and obligations upon the parties contained in this section 2.

3 Duration

- 3.1 This Agreement will start on the Commencement Date and will, subject to the further provisions of this Agreement, continue for the Initial Period.
- 3.2 At the end of the Initial Period or the end of any Renewal Period (whichever is applicable), in the event that you do not advise us of your intention to either renew or terminate your Agreement, this Agreement will renew on a month to month basis and you will be able to cancel the Agreement at any time without penalty provided you give us 30 days notice to terminate the Agreement by email or calling us (as per the contact details in clause 18)
- 4 **Cooling off period:**
 - 4.1 Should you change your mind and not wish to proceed with this Agreement within 5 (five) business days after the conclusion of this Agreement telephonically, or 5 (five) business days after the delivery of the SIM Card to you, whichever is the latest, you are welcome to do so by calling us (as per the contact details in clause 18 below) prior to the expiry of the said 5 (five) day period.
 - 4.2 If you have already received your SIM card, this must be returned to us at the address in clause 2.1.24.
 - 4.3 If you do not return the SIM card, you will be charged a handling fee of R100.00 (one hundred Rand) which will be billed to your TFG Account and you expressly agree to this charge being debited.
 - 4.4 The cooling off period only applies to a new Agreement and does not apply to Renewals.
- 5 **Cancellation:**
 - 5.1 If this Agreement is cancelled for any reason before the end of the Initial Period or any subsequent Renewal Period, then you may be required to pay TFG all amounts which are not yet paid but which are due and payable by you in terms of this Agreement up to the date that the Initial Period or any subsequent Renewal Period ends. This includes, but is not limited to any additional Charges that you have incurred up to and including the cancellation date. You may also be required to pay a reasonable cancellation fee, which we may charge in our sole discretion.
- 6 **Renewal**
 - 6.1 We will provide you with a notice between the 21st and the 23rd month of the Initial Period or any subsequent Renewal (as applicable) of;
 - 6.1.1 the end date of the Initial Period / Renewal;
 - 6.1.2 any material changes that would apply if the Agreement is to be renewed at the end of the Initial Period / Renewal or if it otherwise continues on a month to month basis beyond the end of these periods; and
 - 6.1.3 your options to either terminate the Agreement at the end of the Initial Period / Renewal, or to agree to a (further) Renewal of the Agreement.
 - 6.2 You can only choose a Renewal at the end of the Initial Period or a subsequent Renewal.
 - 6.3 We will advise you of the prevailing Price Plan tariffs and charges that apply to your Renewal. You can also contact us to obtain a copy of these.

7 Billing and Charges

- 7.1 The Charges and features relating to your Price Plan are available upon request. Please contact us to obtain a copy of these.
- 7.2 Voice calls will be billed on a per second billing basis.
- 7.3 You agree that all prevailing Charges applicable to your Price Plan will be debited to your TFG Account as per the terms and conditions for the TFG Account ("TFG Account T&Cs"), which TFG Account T&Cs are incorporated as part of this Agreement and available at www.tfg.co.za.
- 7.4 Your TFG Account will be debited with the Subscription Amount for your Price Plan monthly in advance for the duration of this Agreement. The full Subscription Amount will be a part of the full installment due on your TFG Account each month.

- 7.5 You must pay all Charges shown on your TFG Account statement each month, whether or not you have used the Network Services during any particular month.
- 7.6 If you have not paid the monthly installment required by us on your TFG Account for two consecutive months, all Value Added Services will be deactivated and your SIM Card will be soft locked. This means that you will not be able to make calls or send SMSs but only receive them and data will be disabled.
- 7.7 If any portion of your TFG Account remains unpaid for 3 consecutive months your SIM Card will be either Deactivated or migrated to a zero tariff Price Plan, at our discretion. A zero tariff Price Plan means that you will no longer receive your monthly Inclusive Allocation nor will you be billed therefor. In the event that we migrate to a zero tariff Price Plan, and you wish to have your line migrated to a prepaid line (for example if you want to port to another network), then call us as per the contact details in clause 18. We will not perform any further obligations under this Agreement if the line is Deactivated or migrated to a prepaid line.
- 7.8 You will always remain responsible for payment of all Charges incurred and billed to your TFG Account, even if you are not the person using the SIM Card or if you did not authorise another person to use the SIM Card.
- 7.9 In the event of any discrepancy between a provision of this Agreement and a provision of the TFG Account T&Cs, the provisions of the TFG Account T&Cs will prevail insofar as any such provision relates to the billing or payment of Charges on your TFG Account, or the provision of credit facilities or the processing of consumer credit information. In all other respects, the activation and use of a Price Plan shall be subject to these Terms.
- 7.10 Any services that incur a separate charge such as, but not limited to, itemised billing, calling line identity, SMS bundles, data bundles, BlackBerry services, migration charges, Me2U transfer charges etc. will not be seen as part of the Inclusive Allocation.
- 7.11 Any unused Inclusive Allocation (e.g. airtime, minutes, data) may carry over subject to the prevailing rules of MTN.
- 7.12 You can recharge with airtime and data at any MTN store or vendor.
- 7.13 Data and SMS bundles can be loaded onto all Price Plans. Normal terms and conditions relating to Data bundles and SMS bundles will apply.
- 7.14 Mobile Number swaps are not possible on Price Plans.
- 7.15 MTN may change the tariffs, rates, Inclusive Allocation and other Charges from time to time.
- 7.16 International communications, including voice calls, SMS and MMS are charged at prevailing MTN rates.
- 7.17 If you apply to go under debt review, in terms of the National Credit Act 34 of 2005, at any stage during the Initial period or during a Renewal, you will not be able to continue with your Price Plan, and your Price Plan will be cancelled. You may lose your Mobile Number and all remaining airtime and data (and any Value Added Services) from time of cancellation. You may be liable for a cancellation penalty of all amounts still owing at time of cancellation.
- 7.18 If you have not denied liability regarding a debit on your TFG Account and/or raised a query regarding the correctness of any statement within 30 (thirty) days from the date of the statement, you shall be deemed to have admitted liability to us in respect of the debit and to have accepted the statements as true and correct, unless you are able to prove the contrary.
- 8 **SIM Cards**
 - 8.1 If a SIM Card is lost, stolen or damaged, you are required by law to immediately notify the South African Police Services telephonically or in writing. You must also immediately notify us on 0860 663 663 and request suspension of your SIM Card. Until your request is received by us, you will still be responsible for all Charges relating to that SIM Card. After you call us, we will notify MTN to block your SIM Card and arrange for a SIM swap. You will at all times remain responsible to

	pay the monthly Subscription Amount even when your SIM Card has been blocked.	11.2	If you decide to keep your Mobile Number when you move from an existing MTN prepaid service to a Price Plan, you will lose all information, SMS bundles, data bundles and value-added services that were credited to your old SIM card when your new SIM Card is activated. To avoid this, we suggest that you save your phonebook from your old SIM onto your Mobile Device memory before you enter into this Agreement and before we activate your new SIM.	14.3	indirect or consequential) if the Network Services are interrupted, suspended or cancelled for whatever reason. We will not be liable if we do not suspend the provision of the Network Services to you after you have specifically requested us to do so in order, among other things, to limit your usage charges.	16.10	Agreement, and the invalidity of that term or component will have no effect on validity of the rest of the Agreement.
8.2	If you sell or in any manner provide your SIM card to another person, other than a family member, then you and that person must both provide us with your full names, surname and identity numbers. This is in terms of the requirements of section 40(5) of the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002 as amended ("RICA").			14.4	We give no guarantees, promises, warranties or conditions, whether expressed using words or implied or suggested, or about the Network Services or any services intended to be furnished or provided under this Agreement.		You give us permission to make known your name, address, and Personal Information to any person, whenever it is reasonably necessary for us to perform our functions properly or protect our interests, or to enable the Operator to provide emergency Network Services to you, or directory or repair services and information to Network users generally, or when that information has been requested by any official regulatory or legislative body or is required in terms of any law or Court proceedings. Apart from the foregoing, we will protect the confidentiality of your information as required by any law.
8.3	If your SIM Card is lost or stolen, you can apply for a replacement SIM Card ("SIM swap"). You may have to pay a charge for the SIM swap process and also for the new SIM Card.	11.3	If the Mobile Number you want to keep is not available, a new MTN Mobile Number will be allocated to you (this only happens when the number is no longer an active prepaid number). We will attempt to contact you to confirm your new number. If we can't get hold of you, you will be allocated a new number.	14.5	We do not promise that the services we provide will be useful for any particular purpose or reason even where you tell us what you want to use the services for and we won't be responsible for any failures by the MTN network or anything done by MTN, their employees or contractors.	16.11	Subject to the provisions of RICA, you agree to our and MTN's right to log, record, intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) sent using the Network or the Network Services.
9	Specific Terms						
9.1	If the Commencement Date falls on any day other than the first day of a monthly billing cycle, then a pro-rata amount of Inclusive Allocation will be allocated to you.	12	Access to Network Services	14.6	Except for where we act in a grossly negligent manner, you agree that the most compensation you can ever receive from us for any reason whatsoever is a refund of all money paid by you to us in terms of this Agreement and that you will have no right to any further compensation under any circumstances.	16.12	You choose the fixed address set out in your TFG Account credit agreement, or any address that you advised us of at a later date, as the address at which you will accept notices or court documents (your "domicilium citandi et executandi" address) relating to this Agreement. We choose the address set forth in clause 2.1.24 as our domicilium citandi et executandi address.
9.2	We will make every commercially reasonable effort to comply promptly with any supply and/or delivery requirements recorded in the Agreement, but we will not be liable to you or any other person for any loss or damages, including consequential loss, loss of business or loss of profits, if the supply and/or delivery is delayed or cancelled, for whatever reason.	12.1	We may at any time during the existence of this Agreement suspend your access to the Network and/or the Network Services:-	14.7	We cannot be held responsible for anything that goes wrong or for our not performing any of our obligations or for any loss or harm you suffer if it is caused by or results in, in whole or in part, anything beyond our reasonable control (which includes acts of god, acts of parliament, government or administration authority, strikes, lockouts, riots, acts of war, acts of terrorism or unrest, earthquake, lightning, rain, flood, fire or explosion, interruption to power supplies, interruption to telecommunications services, global or local pandemics or any other thing outside of our control).	16.13	You or we may give any notice to each other:-
9.3	You hereby warrant and undertake that you:-	12.1.1	if any modification, maintenance or remedial work must be undertaken in relation to the Network or the Network Services; or			16.13.1	by hand or by email during normal business hours of TFG, at the receiving person's domicilium address. Unless the opposite is proved, an email will be presumed to have been received 24 (twenty four) hours after the time that it was sent. A hand delivered notice will be presumed to have been received at the time of delivery; or
9.3.1	will not use, enable, permit, facilitate or allow the Network and/or the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way that may cause injury or damage to any other person or property nor in any way that may result in an impairment of the Network or any interruption to the Network Services;	12.1.2	if you breach any term of this Agreement.			16.13.2	by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being and such notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.
9.3.2	will not use your Price Plan mostly or predominantly for data transfer;	12.2	If your access to the Network and / or Network Services is suspended for any reason, you will still be liable to pay the monthly Subscription Amount for the duration of the suspension period.			16.14	You may not give any written notice to us by SMS but we may give you written notice by SMS.
9.3.3	will only use Mobile Devices that are approved by the Regulatory Authority together with the SIM Card on the Network, and will comply with all relevant legislation and regulations, as well as all lawful instructions given by us and/or MTN relating to the use of Mobile Devices, the Network Services and/or SIM Cards;	13	Breach and Termination	15	Cession and Assignment	16.15	If you have agreed to receive marketing communication from TFG, we may directly market to all active Mobile Numbers regardless of who is actually using the SIM card.
9.3.4	recognise that no right, title or interest in the software or the Mobile Number contained in each SIM Card issued to you, vests in you, however we do recognise that mobile number portability allows you to retain the use of your Mobile Number if you decide to port;	13.1	During the Initial Period or any subsequent Renewal we will be entitled to terminate this Agreement if you commit a material breach of any of your obligations and responsibilities in terms of this Agreement. We will first send a notice to you, giving you 20 (twenty) business days' notice to remedy your breach. If you fail to do so, we will terminate your Price Plan.	15.1	We may elect to cede, assign, transfer, delegate and make over any or all of our rights and obligations in terms of this Agreement to any other companies within The Foschini Group Limited or to any other person. You may not cede, assign, transfer, delegate or make over any of your rights and obligations to any other person.	16.16	Notwithstanding anything to the contrary contained in this Agreement, any notice given by TFG to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement.
9.3.5	will not, and will not allow any other person to reverse engineer, decompile, modify or tamper with the software contained in, or relating to, any SIM Card.	13.2	If we terminate this Agreement due to your breach, you will still remain liable for your obligations to us, and we may still claim all amounts owed by you or commence with a claim for damages against you.			16.17	The Price Plans are provided by MTN and subject to the terms as set out by MTN from time to time which can be viewed at www.mtn.co.za .
9.4	You expressly authorise and permit us to debit your TFG Account with the amount of any damages that we may reasonably determine ourselves to have suffered as a result of any breach by you of any of the warranties or undertakings given by you in terms of this Agreement.	14	Limitation of Liability	16	General	17	Personal information
9.5	All Value Added Services are provided at the discretion of MTN and we may withdraw them at any time on notice to you if required to do so by MTN. If we are obliged to withdraw any Value Added Service that incurs a Charge, then no Charges for such Value Added Service will be charged to you after the withdrawal thereof. Where you subscribe to a Price Plan that includes any free Value Added Services, we will be allowed, on notice to you, to change, withdraw or substitute any free Value Added Service, without reducing any of the Charges or without refunding you.	14.1	The following clauses contain assumptions of risk and / or liability by you and limit and exclude liabilities, obligations and legal responsibilities which we and MTN may have towards you and other persons. These clauses also limit and exclude your rights and remedies against us and MTN and place various risks, liabilities, obligations and legal responsibilities on you. These clauses may result in you being responsible for paying increases or additional costs and amounts and we may also have claims and other rights against you.	16.1	This Agreement supersedes and replaces any other agreement, whether written or verbal, between you and us, with regard to the Price Plan selected by you.	17.1	"Personal Information" means personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA").
10	Migration	14.2	Your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the telephone networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including people trying to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen and it is your own responsibility to take the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal details or your internet protocol address (the address given to your internet device when you connect to the internet).	16.2	Unless stated otherwise, all prices and Charges applicable to the Price Plans are inclusive of Value Added Tax ("VAT").	17.2	Refer to the TFG Account T&C for how we will be processing your Personal Information.
10.1	A Migration will be allowed at our sole discretion and subject to the Network terms and conditions relevant to your current Price Plan.			16.3	We may change the terms of your Price Plan as a result of changes in taxes, laws, regulations, terms of the license issued to the Operator, terms of any contract between the Operator and any other telecommunications service provider, or in any similar circumstances.	17.2	For as long as you have a Price Plan, you expressly agree that we may collect and retain your Personal Information for the purposes of administering your Price Plan.
10.2	There may be a Charge associated with the Migration and we shall seek approval from you prior to processing the Migration.			16.4	We may monitor and record all phone calls and other interactions with you		
11	Portability			16.5	We may amend or replace these Terms at any time and you will be bound to any changes made, and in such an event, a new agreement will not automatically come into being between us.		
11.1	Porting Mobile Numbers between service providers is subject to the prevailing rules in operation by the Network operators, which may change from time to time.			16.6	This Agreement is the whole agreement between you and us in relation to its subject matter. No other representations, warranties, promises or statements have been made by us or any dealer or so-called agent/s of us other than those expressly set out in this Agreement.		
				16.7	No leniency or extension of time that we may show to you from time to time, will in any way prejudice us or prevent us from exercising any of our rights or be regarded as a waiver of any of our rights.		
				16.8	You agree and consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court in relation to any court proceedings instituted by or against you relating to this Agreement.		
				16.9	If any Court finds that any term of this Agreement or any component of any term is not legally enforceable, is illegal, void or against public policy, then that term or component shall be severed from the remainder of the		